

# **Exhibit 8**

## Disclosure Statement



It is our pleasure to present the enclosed policy to you  
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER  
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

## Disclosure Statement



### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY – INFORMATION PAGE**

Servicing Office:

Insurance for this coverage part provided by:  
**AMERICAN ZURICH INSURANCE COMPANY****SOUTHEAST – ORLANDO**  
**495 N. KELLER RD**  
**SUITE 500**  
**MAITLAND, FL 32751**

1. Policy Number WC 0195440-01

Renewal of Number WC 0195440-00

Named Insured and Mailing Address

Producer and Mailing Address

SKANSKA/WALSH JOINT VENTURE D/B/A  
(SEE NAMED INSURED ENDORSEMENT)  
350 5TH AVE  
FLOOR 32  
NEW YORK NY 10118-0110ALLIANT INSURANCE SERVICES INC  
333 EARLE OVINGTON BLVD STE  
700  
UNIONDALE NY 11553-3622

Producer Code 91435-000

Other workplaces not shown above: See Schedule of Locations

FEIN: 47-4352712

NCCI Company No. 17965 ☐ New ☒ Renewal ☐ Rewrite of Prior Policy No. WC 0195440-00

This information page, with policy provisions and endorsements, if any, completes this policy.

Insured is: JOINT VENTURE

2. Policy Period: From: 06-01-2017 to 06-01-2018 at 12:01 A. M. Standard Time at insured's mailing address.

Insured's Identification number(s): See Schedule Locations

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:  
NEW YORK

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of liability under Part Two are:	Bodily Injury by Accident:	1,000,000	each accident
	Bodily Injury by Disease:	1,000,000	policy limit
	Bodily Injury by Disease:	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY AND THOSE STATES LISTED IN 3 A.

D. This Policy includes these Endorsements and Schedules:

**See Schedule of Forms and Endorsements.**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.

**See Classification Schedule**

TOTAL ESTIMATED STANDARD PREMIUM	\$		If indicated below, adjustment of premium shall be made:
PREMIUM DISCOUNT	\$		
EXPENSE CONSTANT	\$		
PREMIUM FOR ENDORSEMENT	\$		
TAXES AND SURCHARGES	\$		<input checked="" type="checkbox"/> Annually <input type="checkbox"/> Monthly
TOTAL ESTIMATED ANNUAL PREMIUM	\$		<input type="checkbox"/> Semi-Annually <input type="checkbox"/> This is a Three Year Fixed Rate Policy
MINIMUM PREMIUM	\$		<input type="checkbox"/> Quarterly
DEPOSIT PREMIUM	\$		

Agent or Producer

Countersigned by Resident Licensed Agent

Date

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Policy Number: WC 0195440-01

Form Number & Edition Date	Form Name
WORKERS COMPENSATION FORMS AND ENDORSEMENTS	
U-WC-D-314-A	07-94 WORKERS COMPENSATION INFORMATION PAGE
U-WC-320-A	07-94 SCHEDULE OF FORMS AND ENDORSEMENTS
U-WC-321-A	07-94 NAMED INSURED SCHEDULE
U-GU-406-B	07-15 INSTALLMENT PREMIUM SCHEDULE
WC 99 00 02	10-99 SCHEDULE OF INSUREDS AND LOCATIONS
U-WC-315-A	07-94 CLASSIFICATION SCHEDULE
WC 00 00 00 C	01-15 INSURANCE POLICY
WC 00 03 01 A	02-89 ALTERNATE EMPLOYER ENDORSEMENT
WC 00 03 02	04-84 DESIGNATED WORKPLACES EXCLUSION ENDT
WC 00 03 13	04-84 WAIVER OF RIGHTS TO RECOVER FROM OTHERS
WC 00 04 14	07-90 NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 19	01-01 PREMIUM DUE DATE ENDORSEMENT
WC 00 04 21 D	01-15 CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 B	01-15 TERRORISM RISK PGM REAUTH ACT DISCL ENDT
UWC332A	07-94 NOTICE OF OCCURRENCE ENDORSEMENT
UWC332A.	07-94 KNOWLEDGE OF INJURY ENDORSEMENT
WC 31 03 08	04-84 NY LIMIT OF LIABILITY
WC 31 03 19 H	10-16 NY CONST CLASS PREM ADJ ENDT
WC 31 06 18	03-15 NY POLICY NOTICE OF RIGHT TO APPEAL
U-WC-259-B	11-95 LARGE DEDUCTIBLE ENDT- NY
WC990001A	04-10 WC AND EMPLOYERS LIABILITY IN WITNESS
WC990634	05-10 NOTIF TO OTHERS OF CANC NONREN REDUCT
U-WC-332-A	07-94 CANCELLATION AND NON-RENEWAL OR MATERIAL
U-WC-332-A	07-94 UNINTENTIONAL ERROR OR OMISSIONS ENDT
U-WC-332-A	07-94 SOLE AGENT ENDORSEMENT
U-WC-332-A	07-94 LARGE DEDUCTIBLE
U-WC-332-A	07-94 COMBINED AGGREGATE DEDUCTIBLE SCHEDULE

---

**NAMED INSURED SCHEDULE**

---

Policy Number: WC 0195440-01

NAMED INSURED

SKANSKA/WALSH JOINT VENTURE D/B/A SKANSKA/WALSH JV  
LAGUARDIA GATEWAY PARTNERS LLC

ALL CONTRACTORS OF ANY TIER ENROLLED IN THE CONTROLLED INSURANCE PROGRAM AND WHO PERFORM WORK AT A DESIGNATED PROJECT SITE AS DEFINED IN THE DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT (WC 00 03 02).

UNLESS OTHERWISE ENDORSED ON THIS POLICY, NO COVERAGE WILL BE PROVIDED TO VENDORS, SUPPLIERS, MATERIAL DEALERS, ABATEMENT CONTRACTORS, TEMPORARY LABOR SERVICES, LOCAL NO. 3 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKS, OR OTHER HAZARDOUS WASTE REMOVAL CONTRACTORS WHO VISIT, MAKE DELIVERIES TO OR WORK TEMPORARILY AT THE PROJECT SITE(S).




---

**INSTALLMENT PREMIUM SCHEDULE**


---

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

NAMED INSURED	POLICY NUMBER	ENDORSEMENT NUMBER
SKANSKA/WALSH JOINT VENTURE	WC 0195440-01	

Typed: **SPECIAL BILL**

PAYMENT DUE -----	STANDARD PREMIUM -----	TAXES ON INSTALLMENT -----	TOTAL PREMIUM -----
07/01/17	\$ ██████████	██████████	██████████
TOTAL	\$ ██████████	██████████	██████████

Failure to pay the installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

# Workers Compensation and Employers Liability Insurance Policy



## Schedule of Insureds and Locations

Branch NEW YORK, NY 10006	Policy Number WC 0195440-01	Producer Code 91435-000
------------------------------	--------------------------------	----------------------------

### SCHEDULE OF INSUREDS AND LOCATIONS

LAGUARDIA CENTRAL TERMINAL BUILDING DESCRIBED IN CONTRACT DOCUMENTS INCLUDING THE DEDICATED OFF SITE STAGING SITES OF LUYSTERS CREEK, INGRAM MOUNTAIN, 19TH AVE AND HAZEN ST, NEW YORK, NY, AND DITMARS BLVD AND 94TH ST.

LAGUARDIA GATEWAY PARTNERS LLC

FEIN: 474352712, SIC Code: 1542

LAGUARDIA AIRPORT CTB                      LA GUARDIA AIRPORT                      NY 11371

**WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

Policy Number WC 0195440-01

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
	<p>TERR 001 - CONSTRUCTION SKANSKA/WALSH JOINT VENTURE D/B/A SKANSKA/WALSH JV FEIN # 47-4352712</p> <p>LAGUARDIA AIRPORT CTB LA GUARDIA AIRPORT NY 11371</p>				
	LANDSCAPE GARDENING & DRIVERS	0042	\$		
	MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC & DRIVERS	3724	\$		
	ROOFING: INSTALLING PRE-CAST ROOF SLABS	5022	\$		
	IRON OR STEEL: ERECTION: ERECTION-FRAME STRUCTURES	5040	\$		
	DOOR, DOOR FRAME OR SASH ERECTION-METAL OR METAL COVERED	5102	\$		
	ELEVATOR ERECTION OR REPAIR	5160	\$		
	PLUMBING NOC & DRIVERS	5183	\$		
	SPRINKLER INSTALLATION & DRIVERS	5188	\$		
	CONCRETE CONSTRUCTION NOC	5213	\$		
	CEMENT OR CONCRETE WORK - FLOORS DRIVEWAYS, YARDS OR SIDEWALKS - & DRIVERS	5221	\$		
	FLOORS-DUSTPROOFING CEMENT FLOORS	5348	\$		
	CARPENTRY NOC	5403	\$		
	FURNITURE OR FIXTURES INSTALLATION IN OFFICES OR STORES NOC	5429	\$		
	SHEET ROCK INSTALLATION - WITHIN BUILDINGS - & DRIVERS	5445	\$		
	GLAZIER-AWAY FROM SHOP-& DRIVERS	5462	\$		
	PAINTING: IRON AND STEEL FIRE ESCAPES LANDINGS, BALCONIES, IRON SHUTTERS IRON WINDOW FRAMES AND SASH-INCL. DRIVERS	5474	\$		
	STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & DRIVERS	5506	\$		

**WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

Policy Number WC 0195440-01

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
	HEATING AND AIR CONDITIONING DUCT WORK-SHOP AND OUTSIDE-& DRIVERS	5536	\$ ██████████	████████	████████
	METAL CEILING OR WALL COVERING INSTALLATION & SHOP, DRIVERS	5538	\$ ██████████	████████	████████
	ROOFING--BUILT-UP--& DRIVERS	5547	\$ ██████████	████████	████████
	CONTRACTOR-EXECUTIVE SUPERVISOR CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER, CONSTRUCTION SUPERINTENDENT OR PROJECT MANAGER	5606	\$ ██████████	████████	████████
	WRECKING: WRECKING-BUILDINGS-& DRIVERS-NOT MARINE	5701	\$ ██████████	████████	████████
	PILE DRIVING NOC & DRIVERS	6003	\$ ██████████	████████	████████
	EXCAVATION NOC & DRIVERS	6217	\$ ██████████	████████	████████
	SEWER CONSTRUCTION-ALL OPERATIONS & DRIVERS	6306	\$ ██████████	████████	████████
	TOTAL CLASS PREMIUM				████████
	CONST PAYROLL LIMITATION .0%	9126			████████
	INCREASE LIMITS 2.8%	9812			████████
	TOTAL SUBJECT PREMIUM				████████
	TOTAL MODIFIED PREMIUM				████████
	STANDARD TOTAL				████████
	LARGE DEDUCTIBLE -87.4859%	9663			████████
	EXPENSE CONSTANT	0900			████████
	TERRORISM .05	9740			████████
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	9741			████████
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) - NONPAYROLL 1.007	9741			████████
	TOTAL ESTIMATED PREMIUM				████████
	NYS EMPLOYER ASSESSMENT				████████
	SURCHARGE 12.2%	0932			████████
	FINAL TOTAL				████████

Policy Number WC 0195440-01

U-WC-315-A (07-94)  
Page 3

See next page

**WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

Policy Number WC 0195440-01

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
	NY - STATE SUMMARY				
	TOTAL CLASS PREMIUM				
	CONST PAYROLL LIMITATION .0%	9126			
	INCREASE LIMITS 2.8%	9812			
	TOTAL SUBJECT PREMIUM				
	TOTAL MODIFIED PREMIUM				
	STANDARD TOTAL				
	LARGE DEDUCTIBLE -87.4859%	9663			
	EXPENSE CONSTANT	0900			
	TERRORISM .05	9740			
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)				
	.009	9741			
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)				
	- NONPAYROLL 1.007	9741			
	TOTAL ESTIMATED PREMIUM				
	NYS EMPLOYER ASSESSMENT				
	SURCHARGE 12.2%	0932			
	FINAL TOTAL				
	POLICY TOTAL ESTIMATED COST				

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

**GENERAL SECTION****A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

State means any state of the United States of America, and the District of Columbia.

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE  
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

WC 00 00 00 C

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

**F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

**G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

**H. Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

**PART TWO****EMPLOYERS LIABILITY INSURANCE****A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**B. We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 00 00 C**

(Ed. 1-15)

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

**C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and

901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

**E. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

WC 00 00 00 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-15)

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## PART THREE OTHER STATES INSURANCE

**A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## PART SIX CONDITIONS

### A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

### B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

### C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

### D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

### E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**Schedule****1. Alternate Employer**

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO ADD AS AN ALTERNATE EMPLOYER IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

**Address**

**2. State of Special or Temporary Employment**

NY

**3. Contract or Project**

ANY WRITTEN CONTRACT OR AGREEMENT

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 02**

(Ed.4-84)

---

**DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT**

The policy does not cover work conducted at or from

LAGUARDIA CENTRAL TERMINAL BUILDING DESCRIBED IN CONTRACT DOCUMENTS INCLUDING THE DEDICATED OFF SITE STAGING SITES OF LUYSTERS CREEK, INGRAM MOUNTAIN, 19TH AVE AND HAZEN ST, NEW YORK, NY, AND DITMARS BLVD AND 94TH ST.

THE POLICY DOES NOT COVER WORK CONDUCTED AT OR FROM:

ANY LOCATIONS OTHER THAN THE PROJECT SHOWN IN THE ABOVE SCHEDULE, THE ABOVE DESCRIPTION INCLUDES OPERATIONS ON THE PROJECT SITE OR LOCATION THAT ARE NECESSARY OR INCIDENTAL TO THE PROJECT AS DESCRIBED IN THE CONTRACT DOCUMENTS.

"DESIGNATED PROJECT" INCLUDES THE WORK SITE (S) ASSOCIATED WITH SUCH "DESIGNATED PROJECTS (S)" AND ANY OFF-SITE STAGING AREAS SO LONG AS (1) THEY ARE DEDICATED SOLELY TO THE "DESIGNATED PROJECTS", AND (2) THE SPONSOR AGREES TO PROVIDE COVERAGE. ALSO INCLUDED ARE THOSE SOLELY DEDICATED AREAS IMMEDIATELY ADJACENT TO THE "DESIGNATED PROJECTS", INCLUDING BOUNDARIES OF LOCAL STREETS OR PUBLIC EASEMENT, IN WHICH THE ENROLLED SUBCONTRACTORS AT ANY TIER PERFORM WORK UNDER THEIR RESPECTIVE CONTRACTS.

**WC 00 03 02**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

**INCLUDING THE ORGANIZATIONS LISTED BELOW:**

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND ITS RELATED ENTITIES THE CITY OF NEW YORK, THE CITY'S OFFICIALS, EMPLOYEES AND EDC THEIR SUCCESSORS AND ASSIGNS THE BANK OF NEW YORK MELLON, A NATIONAL BANKING ASSOCIATION, IN ITS CAPACITY AS COLLATERAL AGENT ON BEHALF OF THE SECURE CREDITORS, AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE COLLATERAL AGENCY AGREEMENT ("COLLATERAL AGENT")**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

**WC 00 03 13**

(Ed. 4-84)

**NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State		Schedule	Premium	
NY		Rate		
NY				

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

---

- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
  - 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
NY	■	■ ■■■■■

---

**WORKERS COMPENSATION SUPPLEMENTAL INFORMATION PAGE**

---

Insurance for this coverage part provided by:

**AMERICAN ZURICH INSURANCE COMPANY**

NAMED INSURED SKANSKA/WALSH JOINT VENTURE
--

POLICY NUMBER WC 0195440-01
--------------------------------

**NOTICE OF OCCURRENCE ENDORSEMENT**

If you report an injury to another insurer and later discover that you should have reported the injury to us, we will not consider your failure to report the injury earlier a violation of your duties if injury occurs as long as you give us notice as soon as you are aware that the injury should have been reported to us.

---

**WORKERS COMPENSATION SUPPLEMENTAL INFORMATION PAGE**

---

Insurance for this coverage part provided by:

**AMERICAN ZURICH INSURANCE COMPANY**

NAMED INSURED SKANSKA/WALSH JOINT VENTURE	POLICY NUMBER WC 0195440-01
--	--------------------------------

**KNOWLEDGE OF INJURY ENDORSEMENT**

PART FOUR – YOUR DUTIES IF INJURY OCCURS is replaced by the following:

**PART FOUR  
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Knowledge of an injury by an agent, servant or employee of an insured shall not in itself constitute your knowledge unless your officer, manager or partner has received notice of the injury. Your other duties are listed here:

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers relating to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 31 03 08**

(Ed. 4-84)

---

**NEW YORK LIMIT OF LIABILITY ENDORSEMENT**

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New York is shown in Item 3.A. of the Information Page.

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

**WC 31 03 08**

(Ed. 4-84)

**NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM  
EXPLANATORY ENDORSEMENT**

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5057	5193	5429	5491	5606	6003	6229	6325	9526
3365	5059	5213	5443	5506	5610	6005	6233	6400	9527
3724	5069	5221	5445	5507	5645	6017	6235	6701	9534
3726	5102	5222	5462	5508	5648	6018	6251	7536	9539
3737	5160	5223	5473	5536	5651	6045	6252	7538	9545
5000	5183	5348	5474	5538	5701	6204	6260	7601	9549
5022	5184	5402	5479	5545	5703	6216	6306	7855	9553
5037	5188	5403	5480	5547	5709	6217	6319	8227	
5040	5190	5428							

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one or two-family residential housing. For example:

<u>POLICY EFFECTIVE DATE</u>	<u>THIRD QUARTER PAYROLL</u>
4/1/14 thru 3/31/15	2013
4/1/15 thru 3/31/16	2014
4/1/16 thru 3/31/17	2015
4/1/17 thru 3/31/18	2016
4/1/18 thru 3/31/19	2017
4/1/19 thru 3/31/20	2018

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately four months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Field Services Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

Applications must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the policy effective and expiration date, however, it must be accompanied by a letter stating the reason for the delay. Under no circumstances will an application be accepted for any policy if it is received after the expiration date of the policy. For short-term policies the application must be received prior to the expiration date of the short-term policy. If it is received after the policy expiration, no credit will be calculated.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

For online entry of the information requested on this form refer to: <http://www.nycirb.org/cpa>

**NEW YORK WORKERS COMPENSATION  
POLICYHOLDER NOTICE OF RIGHT TO APPEAL****Policyholder Disputes**

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing, and/or other New York Compensation Insurance Rating Board (NYCIRB) rulings or decisions pertaining to this policy. Please refer to the Employer's Appeal Process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:

<http://www.dfs.ny.gov/about/contactus.htm#consumer>

or by calling the Consumer Hotline at 800- 342 – 3736 (Monday through Friday, 8:30 AM to 4:30 PM).

**Policyholder Right to Appeal**

An insured, or its representative, (hereafter referred to as "insured"), may appeal the application of a rule or procedure contained in the NY Workers Compensation & Employers Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which makeup the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. A staff member will review the request and respond to the insured within sixty (60) days, in writing, acknowledging receipt of the request, granting the insured its request or sustaining its original ruling.
2. The insured, if not satisfied with the outcome in 1. above, may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and contain any supporting documents. The appropriate Department Vice President or his or her designated representative, if appropriate, will preside at the conference.
3. If the dispute is not resolved at the conference, the insured may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reason(s) for the appeal and the nature of the complaint.

Following, receipt of the appeal, the insured will be notified regarding the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be given for this matter. Subsequent to the hearing, the insured will be advised, in writing, of the Underwriting Committee decision regarding its complaint.

4. If the Underwriting Committee ruling is not satisfactory to the insured, the insured may then request a hearing at the New York State Department of Financial Services to consider the decision of the Rating Board's Underwriting Committee.
5. The New York State Department of Financial Services decision may be appealed to a higher court, by either the insured or the Rating Board



## Privacy Notice

### We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer:

rev. October 2016

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
<b>Why are you receiving this Notice?</b>	Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.
<b>What types of Information do we collect?</b>	<p>The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:</p> <ul style="list-style-type: none"> <li>• Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;</li> <li>• Information about your transactions with the Company and its affiliates;</li> <li>• Information about your claims history;</li> <li>• Data from insurance support organizations, government agencies, insurance information sharing bureaus;</li> <li>• Property information and similar data about you or your property; and</li> <li>• Information we receive from a consumer reporting agency, such as a credit report.</li> </ul> <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
<b>What do we do with the nonpublic personal information we collect?</b>	WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

<b>Reasons we may share your personal information</b>	<b>Does Company Share?</b>	<b>Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?</b>  <b>[For residents of Vermont: Do you have the right to opt in to allow this sharing?]</b>
<b>For our everyday business purposes</b> – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
<b>For our marketing purposes or for joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – transaction and experience information	Yes	No
<b>For our affiliates' everyday business purposes</b> – creditworthiness	No	No
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you</b>	No	We don't share

<b>Collecting and safeguarding information</b>	
<b>How often does the Company notify me about their practices?</b>	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
<b>Why and how does the Company collect my nonpublic personal information?</b>	<p>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</p> <ul style="list-style-type: none"> <li>• Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income.</li> <li>• Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc.</li> <li>• Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance.</li> </ul> <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
<b>What nonpublic personal information does the Company disclose?</b>	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?".
<b>How does the Company safeguard my nonpublic personal information?</b>	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

**FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:**

**You have the following individual rights under state law:**

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto:privacy.office@zurichna.com). If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto:privacy.office@zurichna.com).

**FOR RESIDENTS OF MASSACHUSETTS ONLY:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Key words and phrases	TERMS YOU SHOULD KNOW
Definitions	
<b>Everyday business purposes</b>	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> <li>• Processing transactions, mailing and auditing services</li> <li>• Administering insurance coverage, product, services or claims</li> <li>• Providing information to credit bureaus</li> <li>• Protecting against fraud</li> <li>• Responding to court/governmental orders or subpoenas and legal investigations</li> <li>• Responding to insurance regulatory authorities</li> </ul>
<b>Affiliates</b>	<p>Financial or nonfinancial companies related by common ownership or control.</p> <ul style="list-style-type: none"> <li>• <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i></li> </ul>
<b>Non-affiliates</b>	<p>Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services.</p> <ul style="list-style-type: none"> <li>• <i>Company does not share information with non-affiliates to market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Company does not jointly market.</i></li> </ul>

<b>Changes to this Privacy Notice; contact us</b>	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices.
---	---

We will notify you of material changes.

If you have any questions about your contract with us, you should contact your agent.

If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto:privacy.office@zurichna.com).

This Privacy Notice is sent on behalf of the following affiliated companies:

*American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company").*

**New York- Large Deductible Endorsement**

Workers Compensation and Employers Liability Policy

**Insuring Company:** AMERICAN ZURICH INSURANCE COMPANY**Named Insured:** SKANSKA/WALSH JOINT VENTURE**Policy Number:** WC 0195440-01**Effective Date of Endorsement:** 06-01-2017 **Expiration Date:** 06-01-2018

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy. You will reimburse us for the deductible amounts that we pay on your behalf. This endorsement will remain in effect on renewals of this policy unless specifically not made a part of such or replaced by a similar endorsement.

**SCHEDULE**

<u>Coverage</u>		<u>Deductible Amount/Basis</u>
Workers Compensation Bodily Injury By Accident:	\$ 1,000,000	each accident
Workers Compensation Bodily Injury By Disease:	\$ 1,000,000	each claim
Employers Liability Bodily Injury By Accident:	\$ 1,000,000	each accident
Employers Liability Bodily Injury By Disease:	\$ 1,000,000	each claim

**Allocated Loss Adjustment Expense (ALAE) Select One:**

- Option 1. ☒ ALAE is reimbursed and included in Deductible Amount  
Option 2. ☐ ALAE is reimbursed in addition to Deductible Amount  
Option 3. ☐ ALAE is not reimbursed

**A. How This Deductible Applies****1. You agree to reimburse us for:**

- a.** Each Accident/each Claim, up to the deductible amount shown in the Schedule above, for the total of:

- (1) All benefits required of you by the Workers Compensation Law (including benefits payable under Other States Insurance or under any endorsement) and any Federal Act; plus  
(2) All sums you must pay as damages under Employers Liability Insurance and any Federal Act; plus

- b.** All "allocated loss adjustment expense" as respects any "claim" or suit:

- (1) As a part of the total of 1. above when you have elected Option 1, "ALAE is reimbursed and included in the deductible amount" in the Schedule above; or

- (2) In addition to and not limited by the deductible amount when you have elected Option 2. "ALAE is reimbursed and in addition to the deductible amount", in the Schedule above.

- c.** All assessments we incur related to the deductible amount.

- 2.** All claims for benefits or damages because of bodily injury by the same or related diseases to any one person will be considered as one claim when determining how the deductible amounts apply. Included are filings by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee

for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

## **B. Effect of Deductible on Limits of Liability**

1. With respect to the Employers Liability Insurance provided by this policy, the applicable, "each claim", "each accident", or other similar amount of reimbursement is reduced by the sum of all damages within the applicable deductible amount shown.
2. The payment of "allocated loss adjustment expense" will not affect the amount of reimbursement. This provision applies whether the Employers Liability Insurance is provided by Part Two or by an endorsement to this policy.
3. We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of an in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

## **C. Definitions**

- 1.. "Claim" means a written demand you receive for:
  - a. Benefits required of you by a Workers Compensation law; or
  - b. Damages covered by this policy.
2. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular "claim". Such expense shall include, but shall not be limited to: attorney's fees; independent adjusters fees; court and alternative dispute resolution costs; medical examinations; expert medical or other testimony; autopsies; witnesses and summonses; copies of documents; arbitration fees; surveillance; appeal bond costs and appeal filing fees; pre and post judgement interest; and medical cost containment expenses. Such expenses shall not include cost of investigation, the salaries and traveling expenses of our employees, other than those salaried employees who perform services which can be directly allocated to the handling of a particular claim.

## **D. Conditions**

### **1. Subrogation**

We have your rights and the rights of persons entitled to the benefits of this insurance to recover losses that are reimbursable under this

endorsement and any deductible amount from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you on this injury.

## **2. Cancellation**

You must:

- a. Promptly pay us all amounts for which you are responsible under this endorsement; and
- b. Reimburse us for any such amounts that we pay upon receipt of a billing from us.

If you fail to do so, we will cancel either this endorsement or this policy by provisions of statute.

If this policy or endorsement is cancelled, we will abide by the statutory provisions which govern this policy and return the premium less uncollected advances paid for losses within the deductible including "allocated loss adjustment expenses."

## **3. Your Duties**

- a. The first Named Insured shown on the Information Page is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.
- b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

## **4.. Other Rights and Duties (Ours and Yours)**

All other terms of this policy, including those which govern:

- a. Our right and duty to defend any "claim", proceeding or suit against you; and
  - b. Your duties, if injury occurs;
- apply regardless of application of this deductible endorsement.

# Workers Compensation and Employers Liability Insurance Policy



AMERICAN ZURICH INSURANCE COMPANY

A stock insurance company

A member company of Zurich North America

Administrative office:

1299 Zurich Way

Schaumburg, Illinois 60196

## Insured

SKANSKA/WALSH JOINT VENTURE D/B/A  
(SEE NAMED INSURED ENDORSEMENT)  
350 5TH AVE  
FLOOR 32  
NEW YORK NY 10118-0110

## Producer

ALLIANT INSURANCE SERVICES INC  
333 EARLE OVINGTON BLVD STE  
700  
UNIONDALE NY 11553-3622

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Secretary

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR  
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A.** If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 30 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this policy is reduced, restricted or materially changed. We will mail or deliver notice of such reduction, restriction or material change to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>The Port Authority of New York and New Jersey and its related entities</b> <b>Attention General Manager, Risk Financing</b> <b>4WTC</b> <b>150 Greenwich Street</b> <b>18<sup>th</sup> Floor, New York, NY 10007</b> <b>USA</b>	<b>90 Days</b>
<b>The City of New York, The City's Officials, employees and EDC their successors and assigns</b> <b>c/o The City of New York</b> <b>New York City Economic Development Corporation</b> <b>110 William Street</b> <b>New York, NY 10038</b> <b>USA</b> <b>Attention: Director of the Aviation Department</b>	<b>90 Days</b>

<p><b>The Bank of New York Mellon, a national banking association, in its capacity as collateral agent on behalf of the Secure creditors, and its successors and assigns pursuant to the Collateral Agency Agreement ("Collateral Agent")</b>  <b>101 Barclay Street</b>  <b>New York, NY 10086</b>  <b>USA</b></p>	<p><b>90 Days</b></p>
---	-----------------------

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

## **NEW YORK WORKERS COMPENSATION SECURITY FUND SURCHARGE**

### **POLICYHOLDER NOTICE**

Companies writing workers compensation insurance business in New York are required to participate in the New York Workers Compensation Security Fund. If a company becomes insolvent, the security fund settles unpaid claims and assesses each insurance company for its fair share.

New York law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged "New York Surcharge", an amount will be displayed on your premium notice.

**ENDORSEMENT**

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

**Named Insured**  
SKANSKA/WALSH JOINT VENTURE

**Policy Number**  
WC 0195440-01

CANCELLATION AND NON-RENEWAL OR MATERIAL

CANCELLATION AND NON-RENEWAL OR MATERIAL CHANGE NOTICE ENDORSEMENT

PART SIX - CONDITIONS, PARAGRAPH D.2. IS REPLACED BY THE FOLLOWING:

D. CANCELLATION

2. WE MAY CANCEL THIS POLICY. WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN 90 DAYS ADVANCE WRITTEN NOTICE STATING WHEN THE CANCELLATION IS TO TAKE EFFECT EXCEPT FOR CANCELLATION FOR NON-PAYMENT OF PREMIUM. IF WE CANCEL THIS POLICY FOR NON-PAYMENT OF PREMIUM WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN TEN DAYS ADVANCE WRITTEN NOTICE. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

PART SIX - CONDITIONS, PARAGRAPH F. IS ADDED:

F. NON-RENEWAL OR MATERIAL CHANGE NOTICE

WE WILL MAIL OR DELIVER TO YOU NOT LESS THAN 90 DAYS ADVANCE WRITTEN NOTICE OF OUR INTENTION TO NON-RENEW OR MAKE ANY MATERIAL CHANGE TO THE CURRENT COVERAGES OR THE RENEWAL COVERAGES OF THIS POLICY. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

**ENDORSEMENT**

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured  
SKANSKA/WALSH JOINT VENTURE

Policy Number  
WC 0195440-01

UNINTENTIONAL ERROR OR OMISSIONS ENDT

ANY UNINTENTIONAL ERROR OR OMISSION IN THE DESCRIPTION OF, OR FAILURE TO COMPLETELY DESCRIBE, ANY HAZARDS, PREMISES OR OPERATIONS INTENDED TO BE COVERED BY THIS POLICY, SHALL NOT INVALIDATE THE COVERAGE AFFORDED BY THIS POLICY.

YOU MUST NOTIFY US AS SOON AS POSSIBLE AFTER THE DISCOVERY OF ANY HAZARDS OR ANY OTHER INFORMATION THAT WAS NOT PROVIDED TO US PRIOR TO THE ACCEPTANCE OF THE POLICY.

THIS PROVISION DOES NOT AFFECT OUR RIGHT TO CHARGE ADDITIONAL PREMIUM FOR ADDITIONAL EXPOSURE OR CANCEL OR NON-RENEW THE POLICY.

**ENDORSEMENT**

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured  
SKANSKA/WALSH JOINT VENTURE

Policy Number  
WC 0195440-01

SOLE AGENT ENDORSEMENT

IT IS AGREED THAT THIS POLICY IS ISSUED AT THE DIRECTION OF THE FIRST NAMED INSURED, WHICH SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF PREMIUMS AND LOSSES UNDER THE DEDUCTIBLE AMOUNT AS OUTLINED IN THE POLICY AND SHALL HAVE OTHER POLICY RIGHTS TO ACT ON BEHALF OF THE INSUREDS. THE INSUREDS HAVE ASSIGNED TO THE FIRST NAMED INSURED.

1. THE RIGHTS, TITLE AND INTEREST TO RECEIVE ANY AND ALL RETURN OF PREMIUM, DIVIDENDS, DISCOUNTS OR OTHER ADJUSTMENTS; AND
2. THE RIGHT TO REQUEST CANCELLATION OF THE POLICY; AND
3. AUTHORIZATION TO ACT ON THEIR BEHALF AS RESPECTS CHANGES TO ANY PROVISIONS OF THIS INSURANCE POLICY.

WE CONSENT TO SUCH ASSIGNMENTS OF RIGHTS, TITLE AND INTEREST.

OTHER TERMS

ALL OTHER TERMS AND CONDITIONS OF THE POLICY NOT CHANGED BY THE PROVISIONS OF THIS ENDORSEMENT CONTINUE TO APPLY AS CONCURRENTLY WRITTEN.


**ZURICH**

## Large Deductible

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Workers Compensation and Employers Liability Policy**

### DEDUCTIBLE SCHEDULE

**The Deductible Amounts shown in the Deductible Schedule below apply separately to Workers Compensation and to Employers Liability as follows:**

Coverage	Deductible Amount	Basis
Workers Compensation Bodily Injury By Accident	\$ 1,000,000	Each Accident
Workers Compensation Bodily Injury By Disease	\$ 1,000,000	Each Employee
Employers Liability Bodily Injury By Accident	\$ 1,000,000	Each Accident
Employers Liability Bodily Injury By Disease	\$ 1,000,000	Each Employee

Aggregate Deductible Amount	\$ 133,417,800	<input checked="" type="checkbox"/> Adjustable at a rate of <u>\$43.038 per \$ 100 of</u> <u>Contract Value.</u> <input type="checkbox"/> Flat
Estimated Exposure		\$ 3,100,000,000
Minimum Aggregate Deductible Amount	\$ 133,417,800	

**ALLOCATED LOSS ADJUSTMENT EXPENSE SELECTION SCHEDULE**

<b>Select One</b>	
Option 1 <input checked="" type="checkbox"/>	As respects each Deductible Amount, you will reimburse us for all "allocated loss adjustment expense", even if there is no payment for other than "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will contribute toward your Deductible Amount and your Aggregate Deductible Amount as shown in the <b>Deductible Schedule</b> .
Option 2 <input type="checkbox"/>	<p>As respects each Deductible Amount, you will reimburse us for "allocated loss adjustment expense" as follows:</p> <p>(a) If the total amount payable for other than "allocated loss adjustment expense" as respects the basis for each Deductible Amount is equal to or less than the Deductible Amounts or if there is no amount payable other than "allocated loss adjustment expense", then you will reimburse us for all "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount or your Aggregate Deductible Amount as shown in the <b>Deductible Schedule</b>; or</p> <p>(b) If the total amount payable for other than "allocated loss adjustment expense" exceeds the Deductible Amount, you will reimburse us a pro-rata share of total "allocated loss adjustment expense" based on the ratio of the Deductible Amount divided by the total amount payable for other than "allocated loss adjustment expense" as respects the basis for each Deductible Amount. "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount or your Aggregate Deductible Amount as shown in the <b>Deductible Schedule</b>.</p>
Option 3 <input type="checkbox"/>	As respects each Deductible Amount, you will reimburse us for all "allocated loss adjustment expense", even if there is no payment for other than "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount or your Aggregate Deductible Amount as shown in the <b>Deductible Schedule</b> .

If no option is selected, Option 3 will apply.

**A. How the Deductible Amount Applies**

In consideration of the deductible credit applied to your policy premium, you agree to reimburse us for the Deductible Amounts shown in the **Deductible Schedule** and for "allocated loss adjustment expense" incurred based on the **Allocated Loss Adjustment Expense Selection Schedule**. The Deductible Amounts apply separately, as follows:

1. The Deductible Amount for Workers Compensation Bodily Injury By Accident is the most you must reimburse us for benefits required of you by the Workers Compensation law(s) because of bodily injury to one or more employees as the result of any one accident. Benefits required of you by the Workers Compensation law(s) include benefits payable under Part Three – Other States Insurance or under any endorsement to this policy.
2. The Deductible Amount for Workers Compensation Bodily Injury By Disease is the most you must reimburse us for benefits required of you by the Workers Compensation law(s) because of bodily injury by one or more diseases to any one employee. Benefits required of you by the Workers Compensation law(s) include benefits payable under Part Three – Other States Insurance or under any endorsement to this policy. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. The Deductible Amount for Employers Liability Bodily Injury By Accident is the most you must reimburse us for damages covered under Employers Liability Insurance because of bodily injury to one or more employees as the result of any one accident. Damages covered under Employers Liability Insurance include all sums covered under Part Two – Employers Liability Insurance or under any endorsement to this policy.

4. The Deductible Amount for Employers Liability Bodily Injury By Disease is the most you must reimburse us for damages covered under Employers Liability Insurance because of bodily injury by one or more diseases to any one employee. Damages covered under Employers Liability Insurance include all sums covered under Part Two – Employers Liability Insurance or under any endorsement to this policy. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

#### **B. Large Deductible Provisions**

1. The Deductible Amounts shown in the **Deductible Schedule** apply separately to Workers Compensation and to Employers Liability. If more than one Deductible Amount applies, you will be responsible for both applicable Deductible Amounts.
2. Your obligation to pay the Deductible Amounts shown on this policy is not fulfilled by:
  - a. The payment of a Deductible Amount under any other policy; or
  - b. Any payment made by us or another insurance company;even if 2.a. or 2.b. above applies to the same accident or employee as the Deductible Amount due under this policy.
3. If more than one policy issued by us applies to sums payable for the same accident or employee, the Deductible Amounts apply separately to each policy that we issue to which this endorsement or a similar Large Deductible Endorsement applies. Deductible Amounts also apply separately to each annual policy period and any remaining period of less than 12 months.

#### **C. Aggregate Deductible Amount**

1. The Aggregate Deductible Amount shown in the **Deductible Schedule** is the most you must reimburse us for the sum of:
  - a. all applicable Deductible Amounts as shown in the **Deductible Schedule**; and
  - b. all applicable "allocated loss adjustment expense" in accordance with the **Allocated Loss Adjustment Expense Selection Schedule**, above.

This single Aggregate Deductible Amount applies to the entire policy period and to any remaining extension period.

2. If an Aggregate Deductible Amount is shown in the **Deductible Schedule** and is designated as adjustable, the final Aggregate Deductible Amount will be determined at the end of the policy period by an audit of your records, and will be based upon the Rate shown in the **Deductible Schedule** multiplied by the final audited Exposure. The amount shown in the **Deductible Schedule** as the Aggregate Deductible Amount is an estimated amount, and is based on an estimate of what the audit of your records will develop.

In no event will the final audited Aggregate Deductible Amount be less than the Aggregate Deductible Amount shown in the **Deductible Schedule**, unless a Minimum Aggregate Deductible Amount is shown in the **Deductible Schedule**. If a Minimum Aggregate Deductible Amount is shown, the final audited Aggregate Deductible Amount will not be less than the Minimum Aggregate Deductible Amount.

3. If an Aggregate Deductible Amount is shown in the **Deductible Schedule** and is designated as Flat, the Aggregate Deductible Amount will not be adjusted. In no event will the Flat Aggregate Deductible Amount be less than or more than the Aggregate Deductible Amount shown in the **Deductible Schedule**.
4. If no Aggregate Deductible Amount is stated in the **Deductible Schedule**, then your obligation to reimburse us for the sum of all applicable Deductible Amounts as shown in the **Deductible Schedule** and all applicable "allocated loss adjustment expense" in accordance with the **Allocated Loss Adjustment Expense Selection Schedule** above, is unlimited.

#### **D. Allocated Loss Adjustment Expense Reimbursement**

In accordance with the **Allocated Loss Adjustment Expense Selection Schedule**:

1. If Option 1 is selected, "allocated loss adjustment expense" reimbursements made by you contribute to your Deductible Amount and Aggregate Deductible Amount.
2. If Option 2 or Option 3 is selected, then you will reimburse us for all or pro-rata "allocated loss adjustment expense", as may apply in accordance with the **Allocated Loss Adjustment Expense Selection**

**Schedule** above, even if the Deductible Amount, or the Aggregate Deductible Amount if applicable, is exceeded.

**E. Application of Amounts Reimbursable by You**

1. You will reimburse us for "allocated loss adjustment expense" according to the option selected in the **Allocated Loss Adjustment Expense Selection Schedule**.
2. Upon settlement or final adjudication of a claim, we will apply the amounts reimbursable by you to the Deductible Amount as follows:
  - a. Sums other than those attributable to "allocated loss adjustment expense"; then
  - b. "Allocated loss adjustment expense" already reimbursed by you; then
  - c. "Allocated loss adjustment expense" yet to be reimbursed by you, if applicable.

**F. Effect of Deductible Amount on Limits of Insurance**

The applicable limits of liability for the coverage part to which a Deductible Amount applies will be reduced only by that portion of the Deductible Amount that is not attributable to "allocated loss adjustment expense".

With respect to limits of liability, this section does not apply to any claim under Part Two - Employers' Liability Insurance for bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

**G. Conditions**

**1. Voluntary Payments**

If you voluntarily make any payment, assume any obligation or incur any expense, without our consent, then you do so at your own cost. Any such voluntary payment, assumed obligation or incurred expense does not contribute towards any applicable Deductible Amounts or Aggregate Deductible Amount under this policy.

**2. Application of Recovered Amounts**

In addition to our rights of Recovery From Others as provided for in Part One and Part Two of this policy, we have your rights and the rights of persons entitled to the benefits of this insurance to recover sums that are reimbursable under this endorsement. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any payment made under this policy from anyone liable for injury or from any workers compensation funds, the recovered amount will first be applied to any payments made by us for this injury in excess of the Deductible Amount. The remainder of the recovery, if any, will then be applied to reduce the Deductible Amount reimbursed or reimbursable by you as respects that injury.

**3. Payment of Amounts Owed Under This Endorsement**

- a. We will pay any part or all of any Deductible Amounts or "allocated loss adjustment expense" to effect settlement of any claim and, upon notification of the action taken, you will reimburse us for such part of any Deductible Amounts or "allocated loss adjustment expense" as shown on the billing from us. You must pay us for all amounts for which you are responsible under this endorsement and reimburse us for any such amounts that we pay by the due date shown on the billing from us.
- b. We will remain responsible for the payment of claims covered under this policy without regard to your ability or intention to reimburse us for the Deductible Amounts.
- c. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy as provided in Part Six (Conditions), Section D. Cancellation or as amended, or in accordance with the provisions of statute. We will remain responsible for the amount of all claims covered under this policy incurred prior to the effective date of cancellation. Cancellation of this policy does not relieve you from any deductible obligations reimbursable by you. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

- d. The insured first named in Item 1 of the Information Page is authorized to and will reimburse us for all amounts due to us under this endorsement with respect to all reimbursable amounts paid by us on behalf of all Insureds.
- e. Each Named Insured is jointly and severally liable for all reimbursements due to us under this endorsement, whether or not that Named Insured is involved in the claim, proceeding or suit causing any such amount to be due to us.

#### **H. Definitions**

- 1. "Allocated loss adjustment expense" is an expense directly allocable to a specific claim including but not limited to: all supplementary payments; all court costs, fees and expenses; all costs, fees and expenses for or incurred in connection with all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution proceedings; interest; investigative services, non-employee adjusters, medical examinations, autopsies, medical cost containment; declaratory judgment, subrogation claims and proceedings, and any other fees, costs or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under this policy.

#### **I. Other Terms**

- 1. The terms of this insurance apply irrespective of the application of any Deductible Amounts, including those with respect to:
  - a. Our right and duty to defend any claim, proceeding or suit against you; and
  - b. Your duties if injury occurs.
- 2. You understand that all claims covered by this policy shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.
- 3. You understand that your duties under this endorsement may continue after this policy expires or is cancelled.


**ZURICH**

## Combined Aggregate Deductible Schedule

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.
WC0195440-01	06-01-2017	06-01-2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement provides supplementary information to be used with the following:

**Business Auto Coverage Form**  
**Commercial General Liability Coverage Part**  
**Employee Benefits Liability Coverage Part**  
**Garage Coverage Form**  
**Liquor Liability Coverage Part**  
**Motor Carrier Coverage Form**  
**Stop Gap – Employers Liability Coverage Part**  
**Truckers Coverage Form**  
**Workers Compensation and Employers Liability Policy**

The Combined Aggregate Deductible is adjustable and determined as the sum of the rate(s) multiplied by the final audited Exposure(s).	Estimated Exposure	Rate	Per	Of (Exposure Basis)
	\$3,100,000,000	\$43.038	\$100	Contract Value

The Deductible Amounts for the policies listed here will be combined with this policy for the application of the Combined Aggregate Deductible Amount.

Policy Number(s):

WC 0195440-01			
GLO 0195438-00			
BAP 0195441-01			

Combined Aggregate Deductible Amount	\$ 133,417,800
Minimum Combined Aggregate Deductible Amount	\$ 133,417,800



## Sanctions Advisory Notice to Policyholders

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to global sanctions, which may include any of the following:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers.

**Please read this Notice carefully.**

We shall not provide coverage, make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**